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OF COUNSEL
URBAN A. LESTER

June 13, 1996

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a), are two (2) copies of a Termination of Agreement, dated June 14, 1996, a secondary document as defined in the Commission's Rules for the Recordation.

The enclosed document is a partial termination and relates to the Interim Use Agreement, previously filed with the Board under Recordation Number 19994.

The names and addresses of the parties to the enclosed document are:

User: The Detroit Edison Company
2000 Second Avenue
Detroit, Michigan 48226

Manufacturer: Thrall Car Manufacturing Company
2521 State Street
Chicago, Illinois 60411

A description of the railroad equipment covered by the enclosed document is set forth on Schedule I attached to the Termination.

Mr. Vernon A. Williams
June 13, 1996
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Also enclosed is a check in the amount of \$21.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return one stamped copy of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in cursive script, appearing to read 'R. Alvord', written in dark ink.

Robert W. Alvord

RWA/bg
Enclosures

SURFACE TRANSPORTATION BOARD
WASHINGTON, D.C. 20425-0001

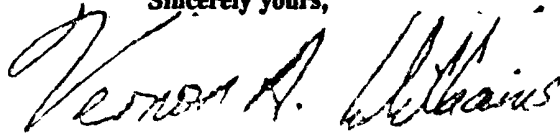
6/14/96

Karl T. Williams
Chapman And Cutler
111 West Monroe Street
Chicago, Illinois 60603-4080

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/14/96 at 8:45AM, and assigned recordation number(s). 19995-K, 19995-L, 19994-D.

Sincerely yours,

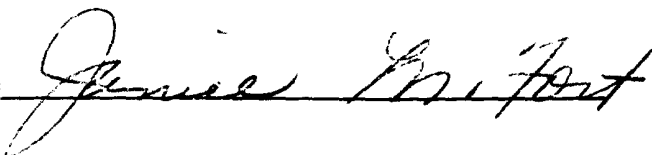


Vernon A. Williams
Secretary

Enclosure(s)

\$ 63.00 The amount indicated at the left has been received in payment of a fee in connection with a document filed on the date shown. This receipt is issued for the amount paid and in no way indicates acknowledgment that the fee paid is correct. This is accepted subject to review of the document which has been assigned the transaction number corresponding to the one typed on this receipt. In the event of an error or any questions concerning this fee, you will receive a notification after the Commission has had an opportunity to examine your document.

Signature



19994-D

JUN 14 1996

TERMINATION OF AGREEMENT

THIS TERMINATION OF AGREEMENT, is made this 14th day of June 1996, by and between The Detroit Edison Company, a Michigan corporation ("*Detroit Edison*"), and Thrall Car Manufacturing Company, an Illinois corporation ("*Thrall*").

WHEREAS, Detroit Edison and Thrall are parties to an Interim Use Agreement, dated as of January 31, 1996 (the "*Agreement*"); and

WHEREAS, the Agreement was duly filed for recordation with the Surface Transportation Board (the "*STB*") pursuant to 49 U.S.C. Section 11301, on March 28, 1996, at 9:40 a.m. and given Recordation Number 19994; and

WHEREAS, the Termination of Agreement, dated as of March 28, 1996, between Detroit Edison and Thrall, which terminated and cancelled the Agreement with respect to the equipment described therein, was filed for recordation with the STB on March 28, 1996; and

WHEREAS, the Termination of Agreement, dated as of April 29, 1996, between Detroit Edison and Thrall, which terminated and cancelled the Agreement with respect to the equipment described therein, was filed for recordation with the STB on April 29, 1996;

WHEREAS, the Termination of Agreement, dated as of May 30, 1996, between Detroit Edison and Thrall, which terminated and cancelled the Agreement with respect to the equipment described therein, was filed for recordation with the STB on May 30, 1996; and

WHEREAS, Detroit Edison and Thrall desire to terminate and cancel the Agreement with respect to the equipment described herein and to record such termination and cancellation with the STB;

NOW THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt of which is acknowledged, Detroit Edison and Thrall, intending to be legally bound, agree as follows:

1. Detroit Edison and Thrall hereby terminate and cancel the Agreement, effective June 14, 1996 with respect to the equipment described on Schedule 1 attached hereto (hereinafter, the "*Terminated Equipment*"), and Detroit Edison and Thrall hereby agree that no rights, duties or liabilities under the Agreement with respect to such Terminated Equipment shall survive such termination and cancellation of the Agreement, except with respect to acts, events, or omissions under the Agreement occurring on or prior to the date hereof.

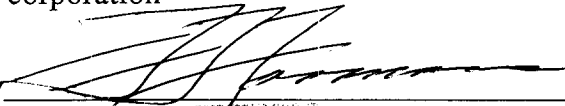
2. The parties agree to record this Termination of Agreement with the STB; so as to release any lien against the Terminated Equipment created by or arising out of the Agreement.

3. Nothing herein contained shall be construed to terminate and cancel the Agreement with respect to any equipment other than the Terminated Equipment hereinabove specifically described.

4. This Termination of Agreement may be executed in any number of counterparts, each executed counterpart constituting an original but all together only one Termination of Agreement.

IN WITNESS WHEREOF, Detroit Edison and Thrall have caused this Termination of Agreement to be executed as of the day and year first above written.

THE DETROIT EDISON COMPANY, a Michigan
corporation

By 
Its ~~VICE PRESIDENT AND TREASURER~~

THRALL CAR MANUFACTURING COMPANY,
an Illinois corporation


By _____
Its

IN WITNESS WHEREOF, Detroit Edison and Thrall have caused this Termination of Agreement to be executed as of the day and year first above written.

THE DETROIT EDISON COMPANY, a Michigan
corporation

By _____
Its

THRALL CAR MANUFACTURING COMPANY,
an Illinois corporation

By  _____
Its Vice President, Finance

STATE OF Michigan)
)
COUNTY OF Wayne)

On this, the 3rd day of June, 1996, before me, a Notary Public in and for said County and State, personally appeared Leslie L. Loomans, of THE DETROIT EDISON COMPANY, who acknowledged himself/herself to be a duly authorized officer of THE DETROIT EDISON COMPANY, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Rosalind A. (Golden) Wilson
Name: Rosalind A. (Golden) Wilson
Notary Public
My Commission Expires: 4/16/98
Residing in Wayne County

STATE OF _____)
)
COUNTY OF _____)

On this, the ____ day of June, 1996, before me, a Notary Public in and for said County and State, personally appeared _____, of THRALL CAR MANUFACTURING COMPANY, who acknowledged himself/herself to be a duly authorized officer of THRALL CAR MANUFACTURING COMPANY, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

STATE OF _____)
)
COUNTY OF _____)

On this, the ____ day of June, 1996, before me, a Notary Public in and for said County and State, personally appeared _____, of THE DETROIT EDISON COMPANY, who acknowledged himself/herself to be a duly authorized officer of THE DETROIT EDISON COMPANY, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

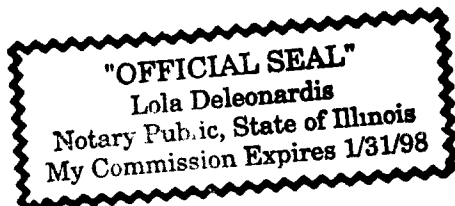
IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.

Name:
Notary Public
My Commission Expires:
Residing in _____

STATE OF ILLINOIS)
)
COUNTY OF DEPAGE)

On this, the 14th day of June, 1996, before me, a Notary Public in and for said County and State, personally appeared ROBERT A. WALK, of THRALL CAR MANUFACTURING COMPANY, who acknowledged himself/herself to be a duly authorized officer of THRALL CAR MANUFACTURING COMPANY, and that, as such officer, being authorized to do so, he/she executed the foregoing instrument for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on the date above mentioned.



Lola DeLeonardis
Name: LOLA DELEONARDIS
Notary Public
My Commission Expires: 1/31/98
Residing in DEPAGE CO, IL

**SCHEDULE 1
TO TERMINATION OF AGREEMENT**

95 4530 Cubic Foot Aluminum-bodied, Doubletub Gondola Railcars

DETX 1127 through
DETX 1128, inclusive,
DETX 1130 through
DETX 1132, inclusive,
DETX 1141
DETX 1161 through
DETX 1168, inclusive,
DETX 1170 through
DETX 1250, inclusive